

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Ken Cohen, Assistant Town Administrator/797-1030

SUBJECT: Davie School Foundation – 5 Year Agreement

AFFECTED DISTRICT: Town wide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE DAVIE SCHOOL FOUNDATION, INC.; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town first entered into a formal agreement with the Old Davie School Foundation on August 18, 1993. The agreement was amended on December 20, 1995, and renewed for a second 5 year term on June 3, 1998.

The new agreement (Exhibit “A”) differs from the 1998 agreement in that it provides a fixed amount of funding rather than funding based on the contract services of a Director.

PREVIOUS ACTIONS: Approved R-93-192 on August 18, 1993,
approved R-95-397 on December 20, 1995 and
approved R-98-182 on June 3, 1998 (Exhibit “B”)

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: \$15,000

Account Name: Donations

RECOMMENDATION(S): Motion to approve and increase donation for Davie School Foundation to \$25,000.

Attachment(s): Resolution
Exhibit “A” New Agreement
Exhibit “B” 1998 Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE DAVIE SCHOOL FOUNDATION, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council previously entered into an agreement with the Davie School Foundation, Inc. which set forth the mutual obligations and responsibilities of each entity with respect to the operation and maintenance of the Old Davie School; and

WHEREAS, the agreement expired on June 3, 2003; and

WHEREAS, it is in the best interest of the Town of Davie that there is a renewed agreement between the Davie School Foundation, Inc. and the Town which sets forth the responsibilities, duties and obligations of the respective entities.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town Council approves the renewal agreement between the Town of Davie and the Davie School Foundation, Inc., a copy of which is attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003

AGREEMENT
Between
Town of Davie
And
Davie School Foundation, Inc.

THIS AGREEMENT, made and entered into this ____ day of _____ 2003, by and between **Town of Davie**, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as 'TOWN'), and **Davie School Foundation, Inc.**, a Florida not-for-profit corporation (hereinafter referred to as 'FOUNDATION').

WHEREAS, Old Davie School, which is owned by Town of Davie, was constructed in 1917 and is listed on the National Register of Historic Places; and

WHEREAS, the TOWN, working side-by-side with the FOUNDATION, has been involved in the preservation and historic restoration of Old Davie School over the past sixteen years and, to date, has seen the restoration of the school completed to the extent that it may now be utilized on a regular basis; and

WHEREAS, the FOUNDATION was created to protect, preserve and improve Old Davie School, heighten community awareness of the historic site as well as the community history, and provide an essential link between the community and historic preservation efforts; and

WHEREAS, it is in the best interest of the TOWN and the FOUNDATION that the parties' responsibilities with respect to Old Davie School be clarified and agreed to by the parties hereto.

NOW, THEREFORE, in consideration of the mutual promises stated herein, the parties do hereby agree as follows:

SECTION 1. The FOUNDATION shall continue its efforts to improve and preserve Old Davie School and provide services to heighten community awareness of the school and community history. As part of this effort, the FOUNDATION shall provide literature and marketing material about Old Davie School. The FOUNDATION shall pay the operating expenses of the facility except for expenses specifically described in this agreement to be paid by the TOWN. The FOUNDATION will conduct the day-to-day programs and operations of the facility, pursuant to the operating policy approved by the FOUNDATION and the TOWN. This includes, but is not limited to, the scheduling of all events. The FOUNDATION shall be responsible for collection of all rental fees. The FOUNDATION shall provide support personnel to adequately operate the day-to-day functions at Old Davie School.

SECTION 2. The TOWN shall continue to provide routine maintenance of the building's exterior and interior, including, but not limited to: lawn service, roof maintenance and repair, structural repairs, painting schedule, pest control and janitorial service. The TOWN shall continue to oversee any subsequent repairs or modifications to the buildings as needed. The TOWN shall furthermore provide telephone service, electrical service, water and wastewater services, and solid waste pickup service to the site. The TOWN may provide furnishings and office equipment to the facility if it is available.

SECTION 3. The TOWN agrees to contribute to the FOUNDATION the amount of \$25,000 for the first year with a 2.5% annual cost-of-living increase for the remaining four (4) years.

SECTION 4. The term of this agreement shall be for a period of five (5) years commencing on the date of execution hereof.

SECTION 5. The FOUNDATION may not assign this agreement, in whole or in part, without written consent of the TOWN.

SECTION 6. The FOUNDATION shall make no structural changes to Old Davie School without the prior written approval of the TOWN.

SECTION 7. This agreement may be terminated by the TOWN if the FOUNDATION fails to fulfill its obligations in Section 1 of this agreement. The TOWN will notify the FOUNDATION'S president in writing of its intent to terminate the agreement and why. The FOUNDATION will have thirty (30) days from the date of the letter to correct all deficiencies. The TOWN may also terminate this agreement by giving ninety (90) days prior written notice to the FOUNDATION.

SECTION 8. This agreement may be terminated by the FOUNDATION if the TOWN fails to fulfill its obligations in Section 2 of this agreement. The FOUNDATION will notify the TOWN'S Town Administrator in writing of its intent to terminate the agreement and why. The TOWN will have thirty (30) days from the date of the letter to correct all deficiencies. The FOUNDATION may also terminate this agreement by giving ninety (90) days prior written notice to the TOWN.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Witnesses:

Joan Glassman

As to "FOUNDATION"

DAVIE SCHOOL FOUNDATION, INC.,

A not-for-profit corporation

By: Constance Savory Young

TOWN OF DAVIE, a municipal corporation

By: _____
Tom Truex, Mayor

Attest: _____
Russell Muniz, Town Clerk

AGREEMENT
Between The
TOWN OF DAVIE
And The
DAVIE SCHOOL FOUNDATION, INC.

THIS AGREEMENT made and entered into this 3rd day of June, 1998, by and between the Town of Davie, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "TOWN"), and the Davie School Foundation, Inc., a Florida not for profit corporation (hereinafter referred to as "FOUNDATION").

WHEREAS, the Old Davie School which is owned by the Town of Davie was constructed in 1917 and is listed on the National Register of Historic Places; and

WHEREAS, the TOWN, working side by side with the FOUNDATION, has been involved in the preservation and historic restoration of the Old Davie School over the past eleven (11) years and, to date, has seen the restoration of the school completed to the extent that it may now be utilized on a regular basis; and

WHEREAS, the FOUNDATION was created to protect, preserve and improve the Old Davie School, heighten community awareness of the historic site as well as the community history, and provide an essential link between the community and historic preservation efforts; and

WHEREAS, it is in the best interest of the TOWN and the FOUNDATION that the parties' responsibilities with respect to the Old Davie School be clarified and agreed to by the parties hereto.

NOW, THEREFORE, in consideration of the mutual promises stated herein, the parties do hereby agree as follows:

SECTION 1. The FOUNDATION shall continue its efforts to improve and preserve the Old Davie School and provide services to heighten community awareness of the school and community history. As part of this effort, the FOUNDATION shall provide literature and marketing material about the Old Davie School. The FOUNDATION shall pay the operating expenses of the facility except for expenses specifically described in this agreement to be paid for by the TOWN. The FOUNDATION will conduct the day to day programs and operations of the facility, pursuant to the operating policy approved by the FOUNDATION and the TOWN. This includes, but is not limited to, the scheduling of all events. The FOUNDATION shall be responsible for collection of all rental fees. The FOUNDATION shall provide support personnel to adequately operate the day to day functions at the Old Davie School.

SECTION 2. The TOWN shall continue to provide routine maintenance of the buildings exterior and interior included but not limited to: lawn service, roof maintenance and repair, structural repair, painting schedule, and janitorial service. The TOWN shall continue to oversee any subsequent repairs or modifications to the building as needed. The TOWN shall furthermore provide telephone service, electrical service, water and wastewater services, and solid waste pickup service to the site. The TOWN may provide furnishings and office equipment to the facility if it is available.

SECTION 3. The FOUNDATION agrees to contract for the services of a director for the Old Davie School. The TOWN and the FOUNDATION agree to fund the contract for the director by equally sharing all personnel costs involved with respect to the contract which shall include salary and all other associated personnel costs.

SECTION 4. The term of this agreement shall be for a period of five (5) years commencing on the date of execution hereof.

SECTION 5. The FOUNDATION may not assign this agreement in whole or in part without the prior written consent of the TOWN.

SECTION 6. The FOUNDATION shall make no structural changes to the Old Davie School without the prior written approval of the TOWN.

SECTION 7. This agreement may be terminated by the TOWN for good cause upon giving thirty (30) days prior written notice to the FOUNDATION.

SECTION 8. This agreement may be terminated by the FOUNDATION for good cause upon giving thirty (30) days prior written notice to the TOWN.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Witnesses:

Cynthia G. Kelle
Patricia O'Shug
As to "FOUNDATION"

Carole Stratman
Janet Dale
As to "TOWN"

DAVIE SCHOOL FOUNDATION, INC.,
a not for profit corporation

By: Mary C. DeBorillo

TOWN OF DAVIE, a municipal corporation

By: [Signature]
Harry Venis, Mayor

Attest: [Signature]
Gail Reinfeld
Town Clerk